agents, and as there can be no agency for slander, it follows that a corporation cannot be guilty of slander." The Court of Appeals in reversing the decision of the lower court *held* that the true rule is that a corporation is liable for torts committed by its officers or agents, when acting within the actual or implied scope of their employment. It expressly overruled the *Eichner* v. *Bowery Bank* case, supra, saying the archaic doctrine on which that case was based has long since been exploded. *Klaras* v. *Barron C. Collier,* (N. Y. 1916) 111 N. E. —.

For a discussion of the liability of corporations for their torts generally, see 14 MICH. LAW REV. 506-7.

COVENANTS—WARRANTY BY STRANGER TO TITLE.—Defendants, husband and wife, conveyed certain lands by warranty deed, the wife joining but having no title or estate in the land conveyed except her statutory dower. Their grantee conveyed to plaintiff who now sues for breach of covenants because of an encumbrance on the land. *Held,* that the wife is not liable on the covenant of warranty, as, being a stranger to the title, her covenant would not run with the land. *H. T. & C. Co.* v. *Whitehouse,* (Utah 1916) 154 Pac. 950.

It is usually stated as a general rule that for a covenant to run with the land it must not only touch and concern the land or estate granted but there must be a privity of estate between the covenanting parties, *Keppell* v. *Bailey,* 2 Myl. & K. 517; *Rogers* v. *Hosegood,* [1900] 2 Chan. 388; *Cole* v. *Hughes,* 54 N. Y. 444; *Hurd* v. *Curtis,* 19 Pick. (Mass.) 459; *Lyon* v. *Parker,* 45 Me. 474; *Town of Middletown* v. *Newport Hospital,* 16 R. I. 319; *Easter* v. *Little Miami Ry. Co.,* 14 Ohio St. 48. But as to the necessity for privity of estate between covenanting parties see HOLMES, J., in *Norcross* v. *James,* 140 Mass. 188. To meet the requirement of privity of estate it is not necessary that there be a relation of tenure in the feudal sense. *Van Renssalaer* v. *Read,* 26 N. Y. 558, 574. The acquisition or conveyance of subordinate and incorporeal interests such as easements has been held sufficient. *Nye* v. *Hoyle,* 120 N. Y. 195; *Morse* v. *Aldrich,* 19 Pick, (Mass.) 449; *Bronson* v. *Coffin,* 108 Mass. 175; *Hazlitt* v. *Sinclair,* 76 Ind. 488; *Fitch* v. *Johnson,* 124 Ill. 111; *Puden* v. *Chicago R. I. & R. Ry. Co.,* 73 Iowa, 329; *St. Louis I. M. & S. Ry. Co.* v. *O'Baugh,* 49 Ark. 418. Even the passing of the lowest estate possible, mere seisin in fact or possession, has been held to constitute privity of estate within this rule. *Slater* v. *Rawson,* 6 Met. (Mass.) 439; *Dickinson* v. *Hoomes,* 8 Gratt (Va.) 353, 395; *Morton* v. *Thompson,* 69 Vt. 432, 438; *Beddoe* v. *Wadsworth,* 2 Wend. (N. Y.) 120. To the effect that the benefit of a covenant will run with the land in the absence of privity, see *Shaber* v. *St. Paul Water Co.,* 30 Minn. 179; *Gaines' Adm'x* v. *Poor,* 3 Metc. (Ky.) 503; HOLMES, THE COMMON LAW, 404, WILLISTON'S WALD'S POLLOCK, CONTRACTS, (3 Am. Ed.) 300. Covenants for title run with the land till breach. RAWLE, Cov., (4th Ed.) 318, and in view of the generally prevailing doctrine it is difficult to see why privity of estate between the covenanting parties should not be necessary to make such covenants available to a remote grantee. In fact the rule as declared by the weight of authority seems to be that a cove-

nant for title by one having neither possession of, nor title to, the land conveyed is a personal covenant and will not run with the land. *Martin* v. *Gordon,* 24 Ga. 533; *Randolph* v. *Kinney,* 3 Rand. (Va.) 394; *Mygatt* v. *Coe,* 124 N. Y. 212, 142 N. Y. 78, 147 N. Y. 456, 152 N. Y. 457; *Pyle* v. *Gross,* 92 Md. 132; *Bull* v. *Beiseker,* 16 N. D. 290; *Wallace* v. *Pereles,* 109 Wis. 316. Contra are *Solberg* v. *Robinson,* 34 So. Dak. 55; *Wead* v. *Larkin,* 54 Ill. 489; and *Tellotson* v. *Prichard,* 60 Vt. 94. In the later two cases the grantees went into possession, and they might be distinguished on this point. Other courts achieve the same result on the theory that the broken covenant ripens into a chose in action in favor of the covenantee which would pass by assignment with the land to remote grantees. *Kimball* v. *Bryant,* 25 Minn. 496; *Iowa Loan & Trust Co.* v. *Fullen,* 114 Mo. App. 633.

DAMAGES—FOR MENTAL SUFFERING ALONE.—Plaintiff delivered to defendant company for transportation from Asheville, N. C., to Hickory Grove, S. C., a casket and grave-clothes intended for the burial of the wife of plaintiff. Through the negligence of defendant's agent, the casket was misrouted, and arrived too late to be used for the burial. Plaintiff accepted full payment for the value of the articles shipped, and brought this action claiming damages solely on account of the mental anguish occasioned him by the delay. *Held,* that no recovery should be allowed; mere mental pain and anxiety being too vague for legal redress where no injury is done to person, property, health or reputation. *Southern Express Co.* v. *Byers,* 36 Sup. Ct. 410.

This decision of the Supreme Court follows the view taken by the lower Federal courts in a long list of cases cited in the opinion. Thus the doctrine announced by the Supreme Court of Texas in 1881 in the case of *So Relle* v. *Western Union Tel. Co.,* 55 Tex. 308, is definitely rejected by the United States Courts. The question of whether recovery may be had for mental suffering alone has usually arisen in cases against telegraph companies on account of delayed or lost death-messages. The same reasoning which allows recovery in those cases would seem equally applicable, however, to a common carrier of goods who accepts the goods with notice of their character, so that the knowledge that mental suffering may follow from their delay may be imputed to it. For a time the doctrine of the Texas case gained adherents rapidly, and seven states are now lined up on that side of the question. As against this number, however, fifteen states, and now the Supreme Court of the United States, have taken the opposite view. A recent case which reviews many of the cases on the question is that of *Western U. Tel. Co.* v. *Choteau,* 28 Okla. 664, 115 Pac. 879, 49 L. R. A. (N. S.) 206, cited in the opinion in the principal case. For further discussion and authority as to damages for mental suffering see MICH. LAW REV., Vol. 2, pp. 150, 421, 641, 642; Vol. 3, pp. 74, 399; Vol. 4, p. 244; Vol. 5, pp. 208, 382; Vol. 6, pp. 341, 503, 592; Vol. 7, p. 673; Vol. 10, p. 328; Vol. 12, p. 149.

DEEDS—REMEDY FOR VIOLATION OF RESTRAINT ON ALIENATION.—A conveyed property to B with the condition that B should not alienate the property during A's lifetime. B disposed of the property before A's death. After B's death, the heirs at law of B sought to obtain a cancellation of the deed exe-